

# **ATTACHMENT 4**



September 18, 2014

BW-3 of Akron, Inc.  
c/o Craig S. Marshall, Esq.  
Stark & Knoll Co., L.P.A.  
3475 Ridgewood Road  
Akron, Ohio 44333-3163

Dear Mrs. Bord:

We write to you, as executrix of the estate of William C. Bord, with regard to the obligations of BW-3 of Akron, Inc. ("BW-3 Akron") under the 1990 license agreement among JMS Associates, Inc., BW-3 Akron and BW-3 Akron's shareholders (the "Agreement"). We understand that you and BW-3 Akron are represented by counsel and, therefore, are sending this letter to you in care of your legal counsel.

Under the Agreement, JMS Associates Inc., whose rights were acquired by Buffalo Wild Wings International, Inc. ("BWW"), granted BW-3 Akron a license to operate a BWW restaurant at 456 East Exchange Street, Akron, Ohio, using the trademarks and service marks associated with Buffalo Wild Wings restaurants and the distinctive products, services, signs, equipment and menu layouts, procedures and formulae for preparing and serving the BWW menu items, among other things (collectively, the "BWW Marks and System").

As you are aware, BWW has had multiple discussions with BW-3 Akron and its attorney over the past several months regarding BW-3 Akron's need to upgrade its facilities and operations in compliance with Section 8(F) of the Agreement. Specifically, in December 2013, while the parties were beginning to explore whether BWW would purchase BW-3 Akron's rights under the Agreement, BWW provided BW-3 Akron with the store design plans that BWW was requiring for all new stores and remodels effective January 1, 2014 – the "Stadia" specifications. In fact, during a December 2, 2013 meeting between BWW and BW-3 in Akron, BWW stated that if a buyout agreement was not reached between the parties, the issue of facility upgrades would need to be addressed. Subsequently, during a March 21, 2014, telephone call with your legal counsel, BWW again reminded BW-3 Akron that, if the parties' efforts to reach agreement on a buyout were not successful, BW-3 Akron's focus would need to shift to bringing the Akron facility up to BWW's current physical and operating standards.

Although BWW thought the parties were still in negotiations for a potential buyout, BW-3 Akron sued BWW in June of 2014. From the allegations in the pleading and based on subsequent discussions between counsel, it appears to BWW that BW-3 Akron intends to not sell its rights in

the Agreement, but instead plans to continue operating the BW-3 Akron store. Thus, BWW must now address BW-3 Akron's obligation to upgrade its restaurant to the "Stadia" design standard.

As the Agreement expressly contemplates, BWW may from time to time change, add to or modify the Marks and System ("Enhancements"). The "Stadia" design plans represent Enhancements to the BWW Marks and System; Enhancements that BW-3 Akron is required to implement under the Agreement. In order for BW-3 Akron to maintain BWW's standard of quality and appearance, BW-3 Akron must commit to remodeling its store to the "Stadia" design.

Please confirm to us in writing, within two weeks of receipt of this letter, that BW-3 Akron will work with BWW to promptly implement the "Stadia" design at the Akron restaurant. Once we hear from you, we will schedule a meeting to discuss timelines and next steps.

Please feel free to call me if you have any questions.

Sincerely,

BUFFALO WILD WINGS INTERNATIONAL, INC.

A handwritten signature in black ink, appearing to read "Sarah J. Yatchak", with a long, sweeping horizontal line extending to the right.

Sarah J. Yatchak  
Senior Attorney